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GOVERNMENT OF ORISSA

SCHOOL & MASS EDUCATION DEPARTMENT

RESOLUTION

The 21st May 2005

The vacancy position of teachers in Government High Schools (old and new) of the State is alarming which has adversely affected the teaching in the schools. The result of H.S.C. Examination is deteriorating year by year due to shortage of teaching staff.

In view of grim financial position of the State Government, it is not possible to make regular appointments in vacant posts of teachers in the High Schools.

In view of the gravity of the situation and after careful consideration, Government have been pleased to engage qualified teachers on contract basis in different Government High Schools (old and new) with the following terms and conditions. The procedure of the contractual engagement are similar to the Resolution No. 26483 - S.&M.E., dated the 4th November 2003.

1. Number of posts to be filled up on contract basis

Subject		No. of posts
(1) PCM	-	743
(2) CBZ	-	804
(3) Arts	-	845
(4) Urdu	-	13
(5) TM	-	131
(6) PET	-	199
Total	-	2,735

The subjectwise and Circlewise list is enclosed at Annexures I and II.

2. ELIGIBILITY

In order to be eligible for engagement, a candidate must satisfy the following conditions:—

- He/She must be a citizen of India;

- (b) (i) He/She must have passed the High School Certificate or an equivalent or any higher examination with Oriya as a language subject; or
 - (ii) He/She must have Oriya as a medium of examination in non-language subjects at the High School Certificate or equivalent examination, which he/she has passed.
- (c) He/She shall be under 42 years of age and above 21 years of age as on the 1st June 2005. However, in case of S.C./S.T., Women and Ex-Military candidates, the upper age limit shall be relaxed by five years and in case of S.E.B.C., the upper age limit shall be relaxed by three years. Age limit will not be applicable at the time of renewal of contract.
- (d) He/She must have obtained Bachelor's Degree in Arts, Science along with a degree of Bachelor of Education from a recognized university for being considered for Trained Graduate Teacher and in case of Classical Teacher. In case of Urdu teacher, a candidate must have an Alim Degree from the Board of Madrasa Examination, Orissa or a Bachelor's Degree with Persian as one of the optional subject from a recognized university or an equivalent qualification from any recognized university. As regards eligibility of candidates for engagement of contractual teachers against the T.M. posts, the candidates should have minimum matric C.T. qualification and candidates for PET posts should have minimum matric CPEd. qualification.
- (e) The B. Ed. candidates should have registered their names either in the Employment Bureau located at Vani Vihar, Bhubaneswar, Jyoti Vihar, Sambalpur, Bhanja Vihar, Berhampur, O.U.A.T, Bhubaneswar or in the State Employment Exchange at Bhubaneswar. The candidates for Urdu teachers should have registered their names in the Employment Exchange located in the concerned education circle. The candidates for T.M. and PET posts should have registered their names in the Employment Exchange located in the concerned education circle.
- (f) S.C./S.T. and Physically Handicapped candidates registered in the Special Employment Exchange for S.C./S.T. and Physical Handicapped at Bhubaneswar may also apply to different education circles and their cases may be considered on merit if required number of S.C./S.T. and Physical Handicapped candidates are not available in the merit list of the respective education circle.
- (g) Higher qualification will not be given any weight age during preparation of the merit list in all categories of contractual teachers.

3. RESERVATION :

The provisions of the Orissa Reservation & Vacancies in Posts and Services Act, 1975 and other Reservations, as prescribed by Government from time to time shall be followed. Up to 33 1/3 % posts shall be reserved for women candidates.

4. EMOLUMENTS

The Trained Graduate Teachers (Arts and Science) shall be paid @ Rs. 2,500 and Urdu Teachers, TM and PETs. shall be paid @ Rs. 1,500 per month as consolidated remuneration.

The contract will be valid up to the end of February from the date of engagement and can be terminated, if he / she violates the conditions of the contract or is found unsuitable later on by the authority without assigning any reason and prior notice.

Fresh contract can be made on fresh application for a period up to end of next February at a time subject to satisfactory performance of the teacher. While making fresh contract, sincerity, integrity, conduct and performance of the contract teacher will be reviewed by the concerned Inspector of Schools. Headmaster shall maintain detailed records on performance of the teacher.

The contract teachers will be assigned classes by the Headmasters as assigned to other teachers.

5. OTHER CONDITIONS

- (i) While making contract engagement, the engagement order must make it very clear that the engagement is valid up to the end of February of financial year and renewal of contract engagement can be considered only if the continuance of the post is extended with concurrence of the Finance Department and subject to satisfactory performance to be evaluated by appropriate authority.
- (ii) As stipulated in the Finance Department Circular No. 55764 (45)/F., dated the 31st December 2004, the contract will be valid up to the end of February of the financial year in which the post is created and would automatically stand abolished from the 1st March of the said financial year unless the creation of the post is renewed after proper review. Before giving the contract engagement, the appointing authority shall ensure a written undertaking from the contractual appointees in the Model Form enclosed at Annexure III.
- (iii) Renewal proposal for the contractual post should be furnished by C.I. of Schools to the Director with proper justification during the month of December and Director, in turn, will submit the proposal to Government during the 1st week of January for obtaining concurrence of Finance Department.

6. SELECTION

The Director, Secondary Education would bring out an advertisement indicating the posts to be filled up in each circle (PCM, CBZ, Arts, Urdu, TM & PET) and invite applications circlewise to be filled up by the respective Inspector of Schools. Residential Certificate shall be submitted by the candidates as proof of residence in the education circle. Each applicant will deposit Rs. 20 (rupees twenty) only in shape of Bank Draft issued by any branch of State Bank of India, to be drawn in favour of respective C.I. of Schools while making the application.

(2) The concerned Inspector of Schools will scrutinize the applications with reference to the eligibility criteria and place it before a Committee for preparation of a merit list.

(3) The Committee shall be constituted with the following members:—

(a) Collector of the District	Chairman (Senior most Collector, where more than one district in the Education Circle)
(b) Principal D.I.E.T. located in the Education Circle.	Member
(c) Senior most D.I. of Schools of the Edn. Circle.	Member
(d) District Welfare Officer (Senior most D.W.O. where more than one district in the Education Circle).	Member
(e) Inspecting Officer, Urdu Education office of the D.S.E. (O).	Member (for selection of Persian/Urdu Candidates only).
(f) District Sports Officer	As a member for selection of PET
(g) Inspector of Schools	Member Convenor

(4) A merit list shall be prepared on the basis of the percentage of the marks secured in Matriculation (without 4th Optional), B.A./ B. Sc. and B. Ed. Examination in case of T.G. (Arts and Science) Teachers and in case of Urdu, TM, PET, percentage of marks secured by a candidate in each qualifying examination. In case two or more candidates secure the same marks, the candidate older in age will be placed above in the rank.

(5) As per the approval of Finance Department the total number of 2735 posts are already abolished circle wise vide S.& M.E. Department Letter No. 10552, dated 21st May 2005. However the concerned, C.I. of Schools shall furnish list of schoolwise and subjectwise posts as per the enclosed circleshise list at Annexure I & II to the D.S.E. for submission of same to the Govrnment in consolidated manner for abolition of such posts. Orders in this regard will be issued from the Government. At the same time orders will also be issued for creation of equal number of schoolwise and subjectwise posts for engagement of contractual teachers with fixed remuneration. After such orders regarding abolition of contractual posts are issued from Government, the C.I. of Schools concerned would issue final engagement orders of contractual teachers from the select list after obtaining undertaking form and execution of agreement with the candidates.

(6) A merit list with twice the number of vacancies shall be drawn up according to the marks obtained by the candidates in accordance with Para. 6(4) above for each category of the posts.

(7) The concerned Inspector of Schools shall engage candidates on contract basis from out of the merit list prepared under intimation to the Director, Secondary Education and the Government of Orissa in School & Mass Education Department.

(8) A contract /agreement shall be executed between the Inspector of Schools on behalf of the State Government and by the contract teacher to be signed on stamp paper.

(9) The model agreement to be signed between the Inspector of Schools and the contract teacher and the model engagement order are enclosed at Annexures IV and V.

10. Before accepting the contract engagement the concerned person shall give a written undertaking as per the prescribed format enclosed.

11. The Director, Secondary Education has to authenticate through field verification, the vacancies indicated in Para. No. 1 of this Resolution.

7. LEAVE

The contract teacher will be eligible, subject to the exigency of public service, for a special leave of ten days during a calendar year of engagement. He/she shall not be entitled to any other kind of leave (beyond authorized leave). If he/she remains absent with permission and if he/she does not have any authorized leave at his/her credit, proportionate amount from his/her consolidated remuneration shall be deducted.

This order will take effect from the date of issue.

ANNEXURE-I

Circlewise No. of posts to be filled up by engagement of Trained Graduate Teachers on contract basis

Sl. (1)	Name of the Circle (2)	Source—D.S.E			Total (6)
		TGT(PCM) (3)	TGT(CBZ) (4)	TGT(Art) (5)	
1	Balasore	30	27	42	99
2	Bhadrak	39	48	11	98
3	Cuttack	52	48	74	174
4	Dhenkanal	62	56	48	166
5	Ganjam	78	110	88	276
6	Jeypore	46	30	37	113
7	Jajpur	32	41	87	160
8	Jagatsinghpur	30	40	48	118
9	Khurda	37	20	32	89
10	Koraput	20	18	23	61
11	Mayurbhanj	35	44	50	129
12	Kendrapara	39	26	60	125
13	Puri	23	43	33	99
14	Phulbani	19	17	29	65
15	Sambalpur	71	77	39	187
16	Sundargarh	26	25	29	80
17	Balangir	28	28	40	96
18	Keonjhar	32	54	37	123
19	Kalahandi	44	52	38	134
G.Total		743	804	845	2,392

ANNEXURE-II

**Circlewise No. of posts to be filled up by engagement of
Non-Trained Graduate Teachers on contract basis**

Sl. (1)	Name of the Circle (2)	Urdu (3)	TM (4)	PET (5)	Source—D.S.E Total (6)
1	Balasore	..	4	11	15
2	Bhadrak	1	8	13	22
3	Cuttack	6	28	2	36
4	Dhenkanal	..	4	13	17
5	Ganjam	..	12	22	34
6	Jeypore	6	6
7	Jajpur	2	8	10	20
8	Jagatsinghpur	1	2	8	11
9	Khurda	..	9	8	17
10	Koraput	..	4	13	17
11	Mayurbhanj	..	6	11	17
12	Kendrapara	..	3	8	11
13	Puri	2	4	14	20
14	Phulbani	..	1	8	9
15	Sambalpur	1	26	6	33
16	Sundargarh	..	4	12	16
17	Balangir	..	3	17	20
18	Keonjhar	..	2	7	9
19	Kalahndi	..	3	10	13
G. Total		13	131	199	343

ANNEXURE-III

**UNDERTAKING TO BE FURNISHED BY THE CANDIDATE
(as per provision Para. 5-(ii) of the Selection Procedure)**

“I _____, son/daughter/Wife _____ of _____, who has been given an offer of contract engagement for the post of _____ carrying a consolidated salary of Rs. 2,500 /1,500 _____, per month am fully aware that my engagement is purely temporary and on contract basis and can be terminated at any time without any notice and assigning any reason thereof.

Further, I am fully aware that my continuance in the said post is contingent upon extension of the said post with concurrence of Finance Department and subject to my satisfactory performance to be evaluated by the appropriate authority .

Further, I do hereby give an undertaking that in future I shall not claim regular scale of pay and other allowances for continuing in the said post merely on the ground that I have been given a contract engagement and my contractual engagement has been extended from time to time.”

Date:

Signature of the Candidate:

Place:

Name in full

Detailed Permanent Address

Detailed Present Address

1. Witness number one :

Signature :

Detailed Address :

2. Witness number two :

Signature :

Detailed Address :

AGREEMENT

THIS AGREEMENT IS made on this day of Month Year BETWEEN the Inspector of Schools (herein - after called the "First Party" of the one Part AND Shri / Smt. / Kumari son / D/o of Shri aged about years residing at) hereinafter called the "Second Party" of the other part.

Whereas, the Second Party intends to be engaged in imparting education in the High School under S. & M.E. Department, Government of Orissa.

And Whereas the First Party desires to engage the Second Party on a contract basis as Teacher for the period specified hereunder and the Second Party agreed to enter into this contract and abide by the terms and conditions of this a greement.

NOW THIS AGREEMENT WITNESSES and the parties hereunder, hereby agree as follows :—

1. That the First Party shall provide engagement to the Second Party in High Schools for a period commencing from the date of actual joining up to the end of February, 2006 as agreed to by both the parties and the contract of this engagement *ipso facto* shall be terminated on the last working day of the date specified for which no formal notice or order by the Inspector of Schools is required to be issued by the First Party. The contract will stand rescinded on expiry of the period.
2. That the Second Party shall submit himself / herself to the orders of Inspector of Schools and of the officers/authorities under whom he/she may from time to time be placed by the First Party and shall at all times, obey the rules prescribed and shall discharge whenever required to perform such duties as may be assigned.
3. That the Second Party shall employ himself/herself efficiently and diligently and to the best of his/ her ability and to the satisfaction of the First party.
4. That the Second Party shall be paid Rs. 2500/1500 (trupees two thousand five hundred/One thousand five hundred) only per month as consolidated remuneration.
5. The Second Party shall not claim the service benefits as admissible to the State Government employees.
6. That the Second Party shall not be eligible to get any other allowances and shall not claim any other dues except the remuneration as mentioned in Clause (4) above.
7. That the Second Party shall be eligible subject to exigency of public service for special leave of 10 days during a calendar year.

8. That the Second Party shall not be entitled to any other kind of authorized absence beyond authorized leave. If he/she remains absent with permission and he/she does not have any authorized leave at his/her credit, the proportionate amount from his/her consolidated remuneration shall be deducted.
9. That the Second Party has agreed to serve in the manner as required and perform the duties assigned by the First Party and he/she has agreed to be disengaged without any notice on ground of misconduct even during the operation of this agreement.

IT IS EXPRESSLY STATED AND AGREED that any duties rendered under this agreement by the Second Party shall not under any circumstances whatsoever provide him/her any right to claim for any scale of pay or to be appointed in any service that may exist now or may arise in future in any Educational Institutions or in any Government Offices.

IN WITNESS WHEREOF the parties hereto and hereby put their hands the day, month and year first above written.

Name & designation and Address

Signature of the Second Party

In the presence of witnesses

1. Name
Address
.....

2. Name
Address

In the presence of witnesses

1. Name
Address
.....

2. Name
Address
.....

Signature of Inspector of Schools

(First Party)

ANNEXURE-V

OFFICE OF THE INSPECTOR OF SCHOOLS
ENGAGEMENT ORDER

On execution of an agreement dated BETWEEN Shri/Smt./Kumari son/daughter of Shri of village P.O. District AND Inspector of Schools, he/ she is hereby engaged as a contract teacher for a period w.e.f. the date of his/her actual joining up to the end of February 2006 on a fixed monthly remuneration of Rs. 2,500/1,500 (Rupees two thousand five hundred /Rupees one thousand five hundred) only subject to the following terms and conditions :—

1. The teacher shall be engaged in classes by the Headmaster as are assigned to other teachers.
2. Whenever applicable he/she will work under the administrative control of the Headmaster in charge of the school to which he/she is assigned. He/She shall perform duties as will be entrusted to him/her by the concerned Headmaster.
3. He/She may be assigned any other work by Inspector of Schools or any other authority as decided by Government in School & Mass Education Department from time to time.
4. He shall attend training programme as fixed by Government from time to time.

Inspector of Schools

By order of Governor

[ILLEGIBLE]
Commissioner-cum-Secretary to Government